

Player Complaints Policy

Version 1.0

17th, June 2025

1. Policy Overview

This **Player Complaints Policy** (the **Policy**) outlines the framework for managing player complaints and disputes, ensuring a transparent, fair, and efficient process in alignment with the requirements under Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, LOK).

The Policy guarantees players access to a straightforward and effective complaint and dispute resolution process, including free alternative dispute resolution (ADR) services that prioritize quality and independence.

This Policy is based on regulatory requirements under the LOK. It does not affect or override the applicable rules of private law, including, but not limited to, the provisions of Book 6 of the Civil Code of Curaçao concerning general terms and conditions.

2. Definitions

Player Interaction means any written communication initiated by a player and directed to the Operator's customer service team. This includes general inquiries, feedback, or requests for information, assistance, or clarification.

Complaint means a written expression of dissatisfaction by a player relating to the Operator's services, decisions, terms, or conduct, which indicates the player is unhappy and expects a response or resolution. For the purpose of Reporting requirements a complaint is when a Complaint Submission Form has been submitted by the player to the Operator and/or a complaint has been escalated to ADR.

Dispute means a complaint that has not been resolved to the player's satisfaction through the internal complaints process and has been escalated, either within the organization or to an independent third party (e.g. an ADR provider or court of law).

Operator means Progress Path Co N.V. (company number 164185, registered address Emancipatie Boulevard, Dominico F. "Don" Martina 31, Willemstad, Curaçao) which is a holder of an Orange Digital Seal "Certificate of Operations" (application OGL/2024/1113/0517).

3. Complaint Submission Process

3.1. Complaint Window

This Policy applies to all players.

Players may lodge a complaint free of charge at any time up to **six months** of the settlement of the bet or the incident about which they are making a complaint.

In the case of P2P (such as poker) or ante post fixed odds betting the six month clock begins after the bet settlement or conclusion of a specific event rather than the placement of the wager.

In the case of complaints about in-running sports betting, customers are advised that while they may submit a complaint within **six months**, prompt action may be necessary if the investigation may depend on data specific to the complaint which — due to the nature of in-running betting — may no longer be available after a short period, insofar as the Operator cannot reasonably be expected to preserve such data any longer.

3.2. Stages/Escalation of Complaint Resolution

Complaints can only be made by the registered player. Article 1.3 section c of the LOK mandates that a player is not allowed to sell, donate, rent out, lease, pawn, or pledge, under any title, any of their claims against the holder of a gaming license from the CGA.

In the first instance the Operator undertakes to offer customer support via email and/or live chat.

An official **Complaint Submission Form** is available **HERE**.

The Complaint Submission Form must include, at minimum, the player's full name, account number, address, date of the complaint and event, and a description of the disputed issue. The form must be available in English and the language used on the website

The Operator may request supporting documentation the player requires to include as part of the complaint.

The Operator undertakes to offer an ADR option for the players, subject to the requirements of Clause 5.

3.3. CGA Role and Contact

The Curacao Gaming Authority (CGA) does not resolve or decide individual player disputes related to gambling transactions. However, players may contact the CGA regarding suspected breaches of license conditions, regulatory non-compliance, or malpractice. The CGA will use such information in its supervisory role.

4. Complaint Resolution Process

4.1. Timeline: Responsible Gaming Complaints

Complaints related to responsible gaming should be prioritized due to potential impacts on player well-being. Complaints should be categorized as related to responsible gaming in any case when it regards targeting of Vulnerable Players, the availability and/or timely implementation of self-exclusion and/or cooling-off and the mandated consequences therein as outlined in the **Responsible Gaming Policy**.

Operator undertakes to use best in efforts to resolve these cases within **five business days**.

Within **two days** of receiving a complaint, the Operator will:

- Confirm receipt of the complaint in writing.
- Provide an explanation of how the complaint will be processed.
- Provide notice of the average timeline for resolution of such complaints.

If more time is needed by the Operator to make a reasonable and informed decision, players must be informed of the delay, which cannot exceed **two weeks**. If a delay is due to a lack of or a slow response

from the player, the resolution period may be extended by no more than a further **two weeks**.

4.2. Timeline: All Other Complaint Types

The Operator will assess and respond to complaints within **four weeks**. If necessary, due to complexity or lack of information, this period may be extended once by an additional **four weeks**, with prior written notice to the player.

Within **one week** of receiving a complaint, the Operator will:

- Confirm receipt of the complaint in writing.
- Provide an explanation of how the complaint will be processed.
- Provide notice of the average timeline for resolution of such complaints.

4.3. Response and Resolution

A player will always receive a final determination of their complaint in writing.

The response will be either:

1. A reasoned final assessment of the outcome/resolution of the complaint with supporting evidence if necessary or applicable.
2. Detailed reasons for not handling the complaint. If additional information is reasonably required to address the complaint fully, the Operator must have requested this information within the initial **four week** time period. Should the complainant not provide the necessary information within that time period, the Operator may reject the complaint.
3. If the player is unsatisfied with the resolution and makes a further complaint to that effect, the player is informed that they may escalate the matter to an independent ADR entity.

4.4. Artificial Intelligence (AI)

The use of AI is permissible subject to the following terms:

1. Once a player complaint has been identified as pertaining to Responsible Gaming, communications with the player should be conducted by a human, not AI.
2. Complaints that can be reasonably considered as complex should be dealt with by a human, not AI.
3. The AI records must be monitored to ensure that they are reasonable in their solutions/recommendations and consistent across players with like-for-like complaints.

5. Alternative Dispute Resolution

The Operator undertakes to offer independent ADR services to the players in accordance with the ADR policy, full details of which are included into the **Operator's Terms and Conditions**.

If a complaint cannot be resolved internally, players are entitled to escalate the matter to an independent ADR provider, free of charge.

Once ADR process is completed it cannot be recommenced by either the player or the Operator with another different ADR entity.

If a player withdraws from an already initiated alternative dispute resolution process, the player has no right to reopen the dispute in the future.

6. Record-Keeping and Reporting

6.1. The Operator will:

6.1.1. Submit reports to the CGA on **January 15th** and **June 15th** based on complaints submitted to the Operator since the previous reporting period by players using the **Complaints Submission Form**. The first reports become due in **January 2026**.

The report will summarize the following:

- Total number of complaints made.
- Total number of settled complaints (upheld and rejected).
- Number of pending or unresolved complaints.
- Number of complaints by category.
- Number referred to ADR.
- Number and detail of complaints for which a player has taken legal action.

6.1.2. Ensure transparency and compliance with ADR decisions and regulatory updates.

6.2. Records of unresolved complaints and/or complaints that have been escalated to ADR or legal proceedings will be kept for the lesser of **five years** or the relevant time stipulated by data protection, statute of limitations or other relevant laws or guidelines.

7. Reasons for Complaint

The player has the right to make a complaint regarding any part of their relationship with the Operator, or any incident related to their participation in a game of chance.

This includes (but is not limited to):

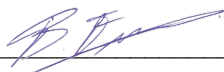
- Deposit issues
- Withdrawal issues
- Bonus terms and conditions
- Account closures or restrictions
- Alleged errors or unfairness in game outcomes
- Responsible gaming issues
- Treatment of player balances
- KYC and Verification
- Data Protection
- Technical or Software issues
- AML concerns
- Issues with minors
- Fraudulent games
- Fraudulent practices

- License or regulation

8. Integrate with Terms and Conditions

This Complaints Policy is incorporated into the Operator's Terms and Conditions and is accessible via the website homepage and registration page. Players may be required to confirm acceptance of this Policy during registration.

In witness whereof, Progress Path Co N.V. has caused this Policy to be duly executed this 12th day of August 2025



By: e-Management N.V. as Director of Progress Path Co N.V.

Progress Path Co N.V. Player Complaints Policy_final

Final Audit Report

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